were 10,000 lines served by Cavalier for any given PSAP, the total Cavalier charge would be equal to $9,850 ($600+(1000*$92.5)).

Q. But in the example that you just described, Verizon would also count the 10,000 lines in its charges?

A. Yes. That is what Mr. Walter Campbell of Verizon represented at a meeting with the Chesterfield county officials attended by Verizon, Steve Perkins and me, on November 18, 2000. At that meeting, Mr. Campbell stated that the lines are included in Verizon's bills. Mr. Campbell stated that Verizon still performed database and network functions for Cavalier's customers, and that it is therefore appropriate to include Cavalier's lines in their bills. When asked by the Chesterfield officials about the prospects for double billing, Mr. Campbell stated that competition had driven up the costs of providing 911 services, and that Chesterfield should expect to pay more for 911. Mr. Campbell went on further to state that despite the CLECs' increase of market share, Verizon's costs would not be reduced, and the counties would have to pay more for their 911 services.

Q. How would you respond to Mr. Campbell?

A. I would agree with Mr. Campbell that Verizon still has a role in the provision of county 911 services, even though customers switch to Cavalier. I would note, however, that Verizon's 911 role does change when customers switch their service to Cavalier. Yet Verizon's tariff does not account for the changed functions no longer performed by Verizon, such as initial database entry. Verizon's tariff simply does not account for the various work functions that Cavalier has assumed. The benign explanation is that Verizon's tariff is old and outdated. A more cynical explanation is that Verizon has, in effect, passed on to the PSAPs an unannounced 911 rate hike.

Q. Does anyone else share your view that Verizon's tariffs may be duplicative and outdated?

A. The Virginia SCC recently opened a docket, PUC-2003-00103 to address this. The SCC is seeking comment on a proposed rule, 20 VAC 5-425-30, which addressed the rates and tariffs for 911 services. Specifically, Section C. of that rule states:

C. A LEC shall structure its tariffed E-911 services to preclude a PSAP from purchasing duplicate service.

Comments on this rule change and on other rule changes are due on September 26.

Q. If the Virginia SCC is going to address this issue, why do you want to address it in the context of this proceeding?

A. In simple terms, Cavalier just does not know "if, when, and how" that case will turn out. At this point, it is unclear of Verizon's position in that case, and it is unclear if or when final rules would be issued. Cavalier and Verizonare already chafing under this problem, and until that new case is ultimately completed, Cavalier believes a reasonable straightforward remedy is a better and fairer solution than maintaining the *status quo.*

Q. How would Cavalier's proposed remedy work?

A. Until the SCC proceeding is over, Verizon would net its monthly PSAP charges against Cavalier's charges, or enter into some other arrangement that may be agreed to by Cavalier and the PSAPs. Cavalier is unfamiliar with each and every billing arrangement that Verizon may have with any PSAP, but is willing to sit down with all bodies to work out a suitable billing plan. All that we are asking is for some cooperation and fairness from Verizon.

Q. Please summarize Issue C18, relating to directory listings.

A. The essence of this issue is that Verizon has to assume responsibility for the accuracy of the inputs Verizon itself makes for Cavalier's directory listings. Cavalier has proposed both procedures and financial incentives to ensure that this occurs. Verizon resists these measures. It apparently wants to have the right to produce erroneous directories and yet (a) prevent Cavalier from taking meaningful steps to catch and correct the errors and (b) remain essentially immune from their consequences. But real damage results from erroneous directory listings, both to end user customers and to Cavalier, to whom those customers look for accurate and timely listings. The contract language that Cavalier proposes is shown as Exhibit MC-8.

Q. What is the intent of this language?

A. This language attempts to place some accountability on Verizon for **pre-*production*** errors and **post-*production*** errors that they commit. Sections 19.1.3 and 19.1.5 address the pre-production process, and Section 19.1.6.2 addresses the post-production result. Section 19.1.8 is a new section that calls for the parties to work on a new process where Cavalier can have direct access to its own database records.

Q. Is Cavalier trying to shift accountability away from itself and onto Verizon?

A. No, absolutely not. The processes, changes and remedies Cavalier proposes relate solely to *Verizon's mistakes*, not those of Cavalier. Because Cavalier supplies the service to its end users, it accepts full responsibilities for its own errors. It should not also assume accountability for the errors caused solely by its listing publisher, Verizon.

Q. How do consumers and businesses view accurate directory listings?

A. Of all the issues Cavalier has raised in this petition, no issue prompts a more visceral response from consumers than the directory listing. A directory listing is a personal identification for any person and business. And for most businesses, it represents its lifeblood. It can be stated unequivocally that a business relies upon its directory listing as a central element to attracting and retaining customers. I do not present testimony here on the importance of an accurate directory listing to residences and businesses. That, I assume, is understood. Rather, my testimony is that in spite of the best efforts of Verizon to input Cavalier directory listings as accurately as possible, and despite efforts to test and verify the listings, as described by Cavalier witness Todd Hilder, errors still occur. Unfortunately, in the current contract provisions, the accountability for Verizon appears to be woefully limited, and with disbursement solely at their discretion.

Q. How are Verizon's contract provisions woefully limited?

A. I will first deal with the issue of **pre-*production*** errors. A pre-production error is any error that occurs from the point of entry of the listing by Cavalier into the Verizon database. As testified by Mr. Hilder, what you see is not what you get. Mr. Hilder testifies that, even though Cavalier receives confirmation from Verizon that a listing was successfully accepted, that "confirmation" by itself does not mean the listing was entered into the database correctly. Nor does it mean that, once in the database, the listing remained unchanged. Cavalier's proposed language directly deals with this problem.

Q. Please explain further.

A. To put it succinctly Verizon needs to check its own work. Under the current operational process, Verizon expects Cavalier to check its work. Mr. Hilder testifies he has had a staff of six persons to do Verizon's work. Cavalier inputs the directory listing, receives confirmation from Verizon, but the work to reconfirm the listing is placed on

Cavalier. Cavalier should not have to reconfirm Verizon's work by double-checking the LVR. And if Cavalier does this work, and finds further Verizon mistakes, then Verizon should be held accountable for its work.

Q. How do your proposed contract revisions provide for Verizon accountability?

A. Section 19.1.5 states that Verizon shall provide to Cavalier confirmation in writing that its listings are shown in the database in concert with the directory service order process. That means Verizon has done an affirmative test of its own work. This simple affirmation would provide assurance that Cavalier is getting what it asked for.

Q. And how do your contract provisions deal with post-production errors?

A. This is quite a bizarre situation, because our position and Verizon's position do not appear on the surface to be far apart. In terms of accountability for **post-***production* directory errors, there really is no disagreement with Verizon over the contract language itself. But in dealing with the interpretation of that language, the issue gets dicey.

Cavalier and Verizon agree the post-production directory error remedy should be non-discriminatory treatment between Cavalier and Verizon retail customers. What is in disagreement is determining what this actually means, and given our experience with customer directory issues, how to implement this treatment. The language Cavalier proposes defines in clear and precise terms what non-discriminatory treatment means. By having this language in the contract, the implementation of the provision is simplified. That should be in the interest of both parties. Knowing precisely how to treat the remedy for directory errors would seem to be a desirable thing. Then upon implementation, any billing disputes should be minimized. Having known and quantifiable processes would seem to be in the interest of all. But Verizon apparently has a different view.

Q. Why do you believe Verizon's interpretation is different?

A. Verizon is proposing contract language that states it will treat Cavalier as it treats its own retail customers that experience directory errors. Cavalier accepts that on its face. Further, the liability for directory mistakes would apply both to the white page listings and yellow page listings. Cavalier accepts that too. For Verizon's retail customers, that liability is specified in Verizon's Virginia S.C.C. Tariff, No. 201, Section 1, Subsection E.3. That subsection (attached as Exhibit MC-9) states as follows:

"The liability of the Telephone Company, its contractors, and agents arising from or omissions of Directory Listings for which there is no discrete charge, including those listings in classified directories and listings obtainable from an operator shall be limited to the amount of the actual impairment to the customer's service and in no event shall exceed one-half the amount of the *fixed* monthly charges applicable to Local Exchange Services or Mobile Telephone Services affected during the period covered by directory in which the error or omission occurs."

So far so good. But, in preparation for these negotiations, I contacted Mr. Steve Bradley, the Deputy Directory of Communications, for the Virginia State Corporation Commission, to inquire as to the Commission's interpretation. I forwarded to Mr. Bradley a copy of the bill credits that a business location, named "Creature Comforts" had received, and asked Mr. Bradley to inquire with Verizon as to the specific derivation of those credits. Mr. Bradley checked with Mr. Steve Chronemeyer of Verizon's Virginia regulatory department. Here is what Mr. Cronemeyer stated in an e-mail dated February 5, 2003 to Steve Bradley at the Virginia Commission:

"Verizon Virginia's policy for extending credits to its retail customers in the case of directory errors or omissions is governed by S.C.C. - Va. - No. 201, Section E.3. The provisions in this section that pertain to listings for which there is no discrete charge apply to both a free White Pages listing and a free Yellow Pages listing. In contrast, errors or omissions in Yellow Pages paid-for advertising are not governed by the tariff. The customer would work with the Yellow Pages organization regarding any credits that might be extended for problems with Yellow Pages paid-for advertising.

Mr. Bradley subsequently relayed to me that, under Verizon's Virginia tariff, the maximum liability credit equaled six months of line charges, plus the flat rate portion of the usage charge, plus taxes. Mr. Bradley stated that that was the interpretation of the SCC staff as well. Again, so far so good.

Q. Then where is there disagreement with Verizon?

A. At this point I cannot pinpoint the disagreement. I just know Verizon does not accept Cavalier's proposed contract terms. Thus, let me summarize those contract provisions and the reasons I believe they are consistent with Verizon's own tariff.

The contract provisions in Section 19.1.6.2 provide meaning to the statement that Verizon liability to Cavalier will be the same as Verizon's liability to its own customers. The Cavalier proposal simply takes the guessing game out of the remedy calculation. Under that section, a residential error results in Verizon liability of 6 months credit times \$25, or \$150. A business error results in Verizon liability of 6 months credit times \$50, or \$300. The business credit is capped at 10 lines, at \$300 per line, or \$3000.

Q. Why do you believe those amounts are consistent with Verizon's tariff?

A. As stated previously, the tariff provides for a customer credit not to exceed one half of the fixed monthly charges for the period in which the directory is published (in effect one year). A computation of this amount for the Richmond/Norfolk and northern Virginia markets is shown below:

	Richmond/Norfolk		NOVA/WEMA	
	Res	Bus	Res	Bus
Line	$5.00	$10.00	$5.00	$11.00
Usage	$8.59	$37.83	$9.33	$42.18
Taxes	$2.71	$9.56	$2.86	$10.6
Total	$16.30	$57.39	$17.19	$63.78

Q. How do these figures relate to the remedies proposed by Cavalier?

A. In broad terms, the Verizon remedies for the Richmond/Norfolk and NOVA markets average roughly $17 per residential line and $60 per business line. The Cavalier proposal would pay $25 for residential and $50 for business. While not exact, the amounts are equivalent. Cavalier is not trying to craft a scientific remedy plan, but only trying to obtain rough justice due to the post-production error problem. Given the latitude that Verizon imposes on administering remedies, Cavalier is attempting to eliminate the need for guesswork.

Q. Why does Cavalier believe it must take the guessing game out of the remedy equation?

A. At a March 2002 meeting with Verizon, the Virginia SCC staff, and other CLEC's, when asked to quantify the number of and amount of credits rendered for directory errors, Mr. Peterson, the Verizon attorney at the meeting, stated Verizon does not track this data. Yes, there is some quantity of directory errors, and yes, Verizon does provide its customers with credits, but apparently Verizon cannot quantify the numbers or the amounts. If Verizon cannot tell us exactly what it does, and offer proof that it implements those processes non-discriminatorily, Cavalier is left with an unfair guessing game. The Cavalier contract language avoids that pitfall.

Q. Do you have any idea how Verizon implements its credits for directory errors?

A. It is my understanding that credits are rendered by customer representatives for residential errors, and by business representatives for business errors. It is also my understanding that Verizon has an ombudsman, Mr. Robert Andrews, who deals with more complex listing errors. Verizon claims there is no rule of thumb in dealing with errors, because the severity of the error must be judged. For example, a misspelled address is judged as less severe than an omitted listing. Mr. Andrews and the service representatives apparently have some latitude in dealing with customer credits. The Cavalier proposal eliminates the guessing game. All errors are treated the same. An error is an error, period. I cannot stand in the customer's shoes and value one particular type of error over another.

Q. What information does Cavalier have to indicate how Verizon renders credits for directory errors?

A. I have information from three incidents:

Customer #1 - Creature Comforts. Verizon omitted the free yellow page listing for this customer. As a result, this customer obtained credits of $746.23. A copy of Creature Comforts' bill is shown as Exhibit MC-10

Customer #2 – Grandiflora. Mr. Rick Lunssford, the business manager, indicated to me that Verizon had provided a credit of $1000 for its listing omissions.

Customer #3 – Thompson and McMullan (T&M). On January 16, 2003, I attended a joint meeting with T&M representatives and Mr. Roger Harris, from Verizon Yellow Pages, concerning a variety of white page and yellow page directory errors. Mr. Harris indicated that Verizon directory personnel may change a Cavalier listing at any time, without notice to Cavalier. The directory errors and credits were worked out between Mr. Harris' organization and T&M, independent of Cavalier. Mary Ellen Cleveland, from T&M, indicated that credits were applied to T & M's yellow page bill for a variety of white and yellow page mistakes.

Q. Are there any performance metrics that account for directory errors?

A. In Virginia there is none. But there are metrics in Pennsylvania. Most recently, the Pennsylvania Commission in Case M-00011468 adopted a series of post-production metrics similar to the ones proposed by Cavalier. These metrics were adopted at the request of various Pennsylvania consumer advocates who, like Cavalier, had come to the conclusion that Verizon needed to have some degree of accountability for the actual directory listings published. The Pennsylvania Commission recognized that just trying to get an accurate directory published was not enough.

Q. What were the specific metrics adopted by the Pennsylvania Commission?

A. The Pennsylvania Commission adopted several directory metrics:

OR-6-04 % Accuracy LSR/DSR

GE-1-02% Accuracy of DSR/LSR

GE-1-03% DLVR Corrections

GE-1-04% Accuracy of DLVR Corrections

GE-1-05 White Page Errors and Omissions

PR-X-01 % Completed on Time

PR-X-02 Accuracy of Processing

Q. How do these metrics line up with your contract proposal?

A. The metrics are actually more exacting than the proposed contract provisions, in that business and residential errors are treated equally. The Cavalier contract proposal distinguishes the error by type. For example, there is a distinction between residential and business customers, and there is a distinction between the types of errors, such as an address error, versus an outright omission. And, for example, an omission of a business listing is considered more adverse than an address error for a residential customer — as, in economic terms, it plainly is.

I would also like to add that Verizon has rebuffed every attempt by Cavalier to engage a set of performance metrics for directory errors in the Virginia collaborative. Besides not wanting to engage a directory metric for policy reasons, Virginia cites administrative hurdles to implementation.

Q. Are there any administrative problems with the Cavalier proposal?

A. No, there are not. As testified by Mr. Hilder, there is a known audit trail for each and every directory listing. At the conclusion of a directory distribution, Cavalier would send a list of errors to Verizon for verification. Any disagreements would be individually searched, and billing would be rendered accordingly.

Q. In terms of past directory errors, does Cavalier have any indication of the amount of money Verizon would pay as a remedy under your proposal?

A. Based upon the history of directory errors in the South Hampton and Richmond directories, as testified by Mr. Hilder, the remedy payout would have amounted to about $20,000 for a large directory. We expect those amounts to be a worst case scenario. Naturally, as errors are minimized the payouts would get even smaller.

Q. Verizon suggests Cavalier's true motivation for these post-production remedies is for Cavalier to make money. Is that true?

A. No. That is ridiculous. As shown above, there is not a lot of money at risk here. Nothing would make Cavalier happier than never to collect a dime under its proposed contract provisions. That would mean either that Verizon had ceded to Cavalier meaningful control over its directory listings or that Verizon, while choosing to retain control, made no errors. Verizon's logic seems to be that Cavalier would make a business out of having Verizon make as many directory errors as possible. This is crazy. The day Cavalier would regard Verizon errors as a good thing is the day Cavalier would start going out of business.

The whole point of Cavalier's proposal is to suppress errors — and therefore payments — by giving Verizon a sound financial incentive to ensure that its directories are correct. The remedies are only designed to alleviate the current inequitable situation. When consumers and Cavalier have to deal with the fallout from directory errors, Verizon should likewise experience appropriate financial discomfort.

Q. Would Cavalier issue corresponding credits to its customers?

A. *Cavalier* assumes all the accountability for each directory error, even when the error is solely attributable to a Verizon mistake. Even if we assume the best intentions on Verizon's part to produce accurate listings, errors will occur to some degree, and under

Verizon's proposed contract language the remedy payment would be obfuscated. The full amount of any remedy payment that Cavalier would receive would be passed on to the Cavalier customer. This may not completely satisfy the customer, but it would provide some reasonable attempt at equitable compensation.

Cavalier takes responsibility for trying to satisfy the customer, even if the error is not our fault. If one looks at the competitive situation, Verizon "wins" from its errors by damaging Cavalier's image and Cavalier's business relationships with its customer. The Cavalier solution, to engage both pre- and post-production control processes, gets to the heart of placing some accountability upon Verizon.

Q. Turning now to Issue C27, in Verizon's Response of September 5, 2003 to Cavalier's Petition on Issue C27, Verizon stated that the Wireline Competition Bureau should not arbitrate these issues because Cavalier must seek authorization from the Virginia SCC for the rates it proposes. Are you familiar with Verizon's response?

A. Yes.

Q. Has Cavalier ever attempted to seek authorization with the Virginia SCC to establish rates for truck rolls and winbacks?

A. Yes. On January 21, 2003 Cavalier requested that its Virginia Tariff No. 1 be updated to introduce a "Loop Support Service".

Q. What was the response from the Virginia SCC?

A. In a January 27, 2003 letter, attached as Exhibit MC-11, the Virginia SCC denied Cavalier's request and said that such charges "should be in the appropriate interconnection agreement, not in the CLEC tariff." Thus, here we are, trying to have the interconnection agreement recognize the services Cavalier performs on behalf of Verizon.

Q. Verizon claims that charges Cavalier would bill Verizon would be difficult to administer, because the charges would not apply to all CLECs. Do you agree the charges would be difficult to administer?

A. Quite the contrary. The burden for billing these charges would rest on Cavalier, not Verizon. The charges would simply be billed every month by Cavalier. The information related to these bills would be contained in spreadsheet similar to those found in Exhibits AW-2, AW-3 *and* AW-4 *to Amy Webb'ss testimony.* Verification would be simple, since every order would be listed. That information could be easily lined up with internal Verizon data to confirm the accuracy of the bill. Disputes, if any, could be resolved through the interconnection agreement provisions.

Q. Verizon in its response also claims that imposing charges on Verizon would lead to double recovery award, for other claims from a service deficiency. Are you aware of any double recovery for Cavalier?

A. I assume Verizon is referring to the remedies for poor performance for loop installation and repair under the performance assurance metrics. The problem with defaulting to the metrics is that under Verizon's own grading system, *it can never fail.* If Verizon claims that a loop is delivered, but in effect, it is not, they do fail the performance test, but instead give themselves a "passing grade". And if Cavalier subsequently opens up a trouble ticket and Verizon clears the trouble with "no trouble found", then they again "pass". Further, the performance assurance plans have indices and other complicated algorithms for determining pass or fail on give given item, which are unrelated to this basic issue at hand here. The metrics also contain a built-in tolerance band, such that Verizon is allowed a degree of failure without incurring any liability.

Moreover, the performance assurance metrics serve an entirely different purpose. They are a consequence of Verizon's Section 271 obligations such that Verizon may provide in-region interLATA services. But even if Verizon can perform well enough under the metrics to avoid having its in-region LD authority stripped, that does not mean its performance vis-à-vis Cavalier is satisfactory. Cavalier believes that, just like any other wholesaler-customer relationship, the parties' respective rights and obligations should be spelled out in the agreement.

I would also like to add that the accuracy of Verizon's performance metrics have not been audited in Virginia. So based upon the information provided in Ms. Webb's exhibits, I have little confidence that the metrics in Virginia are accurate.

Q. Has Cavalier brought this matter before the Virginia SCC?

A. Yes, I have been in contact with the SCC staff to decipher how this might affect the metrics, if at all, but neither Cavalier nor the staff has been able to overlay the effect of this misreporting. I am also working with the Liberty Group Consultants that are planning a audit of the metrics, but that activity is just in the planning stages. What is at hand here is that Cavalier has to send technicians to fix a Verizon mistake, and consequently, Verizon should compensate Cavalier for the technician's time. There is nothing more. Plus, I would add that nowhere in the metrics is winback processing even addressed.

Q. How were the charges shown for truck rolls and Winbacks developed?

A. The rule of thumb behind Cavalier's charges is that Cavalier will charge Verizon what Verizon charges Cavalier. Premise visit charges imposed by Verizon in Virginia range from $47.55 to $56.48, so the $50.00 trunk roll amount is an average amount. Winback charges would be identical to the charges imposed by Verizon.

Q. And are you aware that Verizon has embarked on a program to tighten up charges for its truck rolls?

A. Yes, I have seen the Verizon industry letter that is included as Exhibit AW-5 to Ms. Webb's testimony. My response to that is the same as Ms. Webb's. What is good for the goose is good for the gander.

Q. Does this conclude your testimony?

A. Yes.

Declaration of [name]

I declare under penalty of perjury that I have reviewed the foregoing testimony and that those sections as to which I testified are true and correct to the best of my knowledge.

Executed this 22 day of September, 2003.

[name]

7.2.6 ~~Cavalier~~ Each party shall pay the other party~~Verizon~~ for Transit Service that ~~Cavalier~~ the paying party originates, at the rate specified in Exhibit A, plus any additional charges or costs that the terminating CLEC, ITC, CMRS carrier, or other LEC, properly imposes or levies on ~~Verizon~~ the compensated party for the delivery or termination of such traffic, including any Switched Exchange Access Service charges.

~~**7.2.7** Cavalier may, in its sole discretion, offer Transit Traffic Services to Verizon or other third parties that originate or terminate Transit Traffic. Arrangements for such services shall be comparable to those applicable to Transit Traffic Services provided by Verizon.~~

7.2.8 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, ~~traffic.~~

traffic. Each party shall provide affirmative but reasonably limited assistance to assist the other party in negotiating direct and reciprocal traffic exchange agreements with any carriers to which that party originates, or for whom that party terminates, traffic. Such affirmative but reasonably limited assistance shall consist of timely providing information, timely responding to inquiries, and (to the extent that other time and resource demands allow) participating in discussions and negotiations with third parties. Such affirmative but reasonably limited assistance shall also be limited to situations in which the party providing such assistance is materially involved in the exchange of traffic that is subject to the direct and reciprocal traffic exchange agreement that the other party is negotiating or seeking to negotiate. In no instance shall either party's assistance be required when it is manifestly and objectively clear that the other party is merely refused interconnection by a third party in a way that could be timely and effectively redressed by action of the Virginia State Corporation Commission or some other forum.

7.2.9 For the avoidance of any doubt, the provisions of this Section 7.2 shall not restrict any right that Cavalier has under Applicable Law to access to unbundled Network Elements to exchange traffic with third-party carriers.

4.9 Each Party shall exercise all reasonable efforts to enter into reciprocal local traffic exchange arrangements (either via written agreement or mutual tariffs) with any wireless carrier, ITC, or other LEC or CLEC to which it sends, or from which it receives, local traffic that transits Bell Atlantic facilities over traffic exchange trunks. If Party A fails to enter into such an arrangement as quickly as commercially reasonable in a LATA and to provide written notification of such agreement, including the relevant rates therein, to Party B, but continues to utilize Party B's transit service for the exchange of local traffic with such wireless carrier, ITC, or other LEC or CLEC, Party A shall, in addition to paying the rate set forth in this Attachment I for said transit service, pay Party B any charges or costs such terminating third party carrier imposes or levies on Party B for the delivery or termination of such traffic, including any switched access charges, plus all reasonable expenses incurred by Party B in delivering or terminating such traffic and/or resulting from Party A's failure to secure said reciprocal local traffic exchange arrangement. The Parties will, upon request, provide each other with all reasonable cooperation and assistance in obtaining such arrangements. The Parties agree to work cooperatively in appropriate industry fora to promote the adoption of reasonable industry guidelines relating to transit traffic.

Section 5. Network Elements

The charges that MCIm shall pay to Bell Atlantic for Network Elements are set forth in Table 1 of this Attachment I.

November 28, 1998

K.A. O'Hara
Negotiations
Bell Atlantic
1320 N. Courthouse Road – 2nd Floor
Arlington, VA 22201

Dear Ms. O'Hara,

The MCI Interconnection Agreement (and all others as well) which we have requested to "opt" in to, requires that Cavalier will make reasonable efforts to engage interconnection arrangements with 3rd party carriers, that may transit BA or Cavalier's network. These arrangements would include wireless carriers, independent telephone companies, and other CLEC's. The agreement also states that the parties will cooperate with one another to engage such arrangements (reference MCI Agreement, Attachment 1, Section 4.9).

With this in mind, it would be very helpful if you could provide me with a list of all other 3rd party carriers that Bell Atlantic interconnects with within the Richmond extended local calling area. Please indicate which carriers have an interconnection agreement (or other agreement allowing for origination and termination of local and EAS traffic) with Bell Atlantic, and also indicate which agreements have been filed with the VA SCC.

This information will be very helpful for Cavalier in order for us to contact these carriers to engage our own reciprocal traffic arrangements. A list of contact names for these companies would also be very helpful.

Thank you for your assistance.

Sincerely,

Martin W. Clift, Jr.
VP- Regulatory
616-224-1682

CC: Cindy French

7.3 911/E911 Arrangements

7.3.1 Cavalier may, at its option, interconnect to the Verizon 911/E911 selective router or 911 Tandem Offices, as appropriate, that serve the areas in which Cavalier provides Telephone Exchange Services, for the provision of 911/E911 services and for access to all subtending Public Safety Answering Points ("PSAP"). In such situations, Verizon will provide Cavalier with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E911 is not available, Cavalier and Verizon will negotiate arrangements to connect Cavalier to the 911 service in accordance with applicable state law.

7.3.2 Path and route diverse Interconnections for 911/E911 shall be made at the applicable POI(s) or other points as necessary and mutually agreed and as required by law or regulation.

7.3.3 Within thirty (30) days of its receipt of a request from Cavalier and to the extent authorized by the relevant federal, state, and local authorities, Verizon will provide Cavalier with the following at no charge:

(a) a file via electronic medium containing the Master Street Address Guide ("MSAG") for each county within the LATA(s) where Cavalier is providing, or represents to Verizon that it intends to provide within sixty (60) days of Cavalier's request, local exchange service, which MSAG shall be updated as the need arises and a complete copy of which shall be made available on an annual basis;

(b) a list of the address and CLLI code of each 911/E911 selective router or 911 Tandem office(s) in the area in which Cavalier plans to offer Telephone Exchange Service;

(c) a list of geographical areas, e.g., LATAs, counties or municipalities, with the associated 911 tandems, as applicable.

(d) a list of Verizon personnel who currently have responsibility for 911/E911 requirements, including a list of escalation contacts should the primary contacts be unavailable.

(e) any special 911 trunking requirements for each 911/E911 selective router or 911 Tandem Office;

(f) prompt return of any Cavalier 911/E911 data entry files containing errors, so that Cavalier may ensure the accuracy of the Customer records.

7.3.4 Cavalier shall use, where available, the Private Switch/Automatic Location Identification ("PS/ALI") electronic interface through which Cavalier shall input and provide a daily update of 911/E911 database information related to appropriate Cavalier Customers. In those areas where the PS/ALI electronic interface is not available, Cavalier shall provide Verizon with all appropriate 911/E911 information such as name, address, and telephone number via facsimile for Verizon's entry into the 911/E911 database system. Any 911/E911-related data exchanged between the Parties prior to the availability of an electronic interface shall conform to Verizon standards, whereas 911/E911-related data exchanged electronically shall conform to the National Emergency Number Association standards. Cavalier may also use the PS/ALI electronic interface, where available, to query the 911/E911 database to verify the accuracy of Cavalier Customer information.

7.3.5 Verizon and Cavalier will use commercially reasonable efforts to facilitate the prompt, robust, reliable and efficient interconnection of Cavalier systems to the 911/E911 platforms.

7.3.6 Cavalier shall be responsible for providing facilities from the Cavalier End Office to the 911 Tandem or selective router. Cavalier shall deploy diverse routing of 911 trunk pairs to the 911 tandem or selective router.

7.3.7 The Parties acknowledge that until Local Number Portability ("LNP") with full 911/E911 compatibility is utilized for all ported telephone numbers, the use of Interim Number Portability ("INP") creates a special need to have the Automatic Location Identification ("ALI") screen reflect two numbers: the "old" number and the "new" number assigned by Cavalier. Therefore, for those ported telephone numbers using INP, Cavalier will provide the 911/E911 database with both the forwarded number and the directory number, as well as all other required information including the appropriate address information for the customer for entry into the 911/E911 database system. Further, Cavalier will outpulse the telephone number to which the call has been forwarded (that is, the Customer's ANI) to the 911 Tandem office or selective router. Cavalier will include their NENA five character Company Identification ("COID") for inclusion in the ALI display.

7.3.8 Cavalier is required to enter data into the 911/E911 database under the NENA Standards for LNP. This includes, but is not limited to, using Cavalier's NENA COID to lock and unlock records and the posting of Cavalier's NENA COID to the ALI record where such locking and migrating feature for 911/E911 records is available or as defined by local standards.

7.3.9 Verizon and Cavalier will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E911 arrangements. Further, within sixty (60) days from the effective date of this agreement, Verizon and Cavalier shall send a joint letter to the PSAP's, county or municipal coordinators explaining technical, operational, and compensation procedures applicable to each party regarding the 911/E911 arrangements.

7.3.10 Cavalier will compensate Verizon for connections to its 911/E911 pursuant to Exhibit ~~A.~~